

Casual Employment

Your position and your employment arrangements are set out in your contract of employment. As outlined in your contract, we expect employees to devote their full ability and attention to the business on a regular, “best efforts” and professional basis. The employer is a not-for-profit public benevolent institution. The employer aims to offer equal opportunities in a harassment free, healthy and safe workplace.

Terms of employment

You will be employed on a casual basis. This casual employment does not involve any representation or expectation of continuing work or regular and systematic engagement.

It does not involve any representation or expectation that you will become either a temporary or permanent employee of LSV or that you will be given priority or precedence over any other employee or applicant for employment with LSV.

If your name appears on a roster it will be for purely administrative purposes and in no way represents regular, systematic or ongoing engagement or employment.

Basis of Contracts

Contracts of Employment seeks to provide the employee with benefits well in excess of those applying under the terms and conditions currently applying under any industrial instrument. Subject to paragraph 3.2 of your contract of employment, if any industrial award (including any modern award) or agreement applies to the employee's employment:

- a) the employee's hourly rate will also be in satisfaction of the employee's entitlements (including, without limitation, arrangements for when work is performed (including breaks), overtime rates, penalty rates, shiftwork, allowances casual loading and public holidays) under the relevant industrial award or agreement,; and
- b) the relevant award or agreement applies to the employee's employment as a matter of law and does not form part of this contract.

This above arrangement allows the employer to provide the employee with an increased level of remuneration, as set out in **Appendix A** of your contract of employment, such that the employee is better off overall because the employee's remuneration is greater than the total amount of remuneration the employee would receive under any relevant industrial award or agreement.

Duties and responsibilities

Your duties and responsibilities are those consistent with your position together with such additional duties and responsibilities as required by LSV from time to time, provided they are within your skills, training, education and experience. Your duties and responsibilities may be varied to allow LSV to respond to changes to its business requirements. A Position Description forms part of Section 3 of this document.

Place of work

Your principal place of work will vary according to program bookings.

Hours of work

You will be engaged on an hourly basis. Your hours and days of work will vary according to the operational requirements of LSV. Rosters for casual employees may provide for a maximum of 150 hours over a four week cycle with a maximum average of 37.5 hours per week.

You may be engaged to work for not more than ten and a half hours in total in any 24 hour period.

You may be reasonably required to work on any day, including weekends and public holidays, as requested or required by LSV from time to time.

You are required to give 24 hours notice of any changes to your availability to LSV for scheduling of rosters.

Meal Breaks

If you work for a continuous period of three (3) hours, you are eligible to take a ten minute paid tea break. If you work a continuous period in excess of five (5) hours, you are eligible to take a thirty minute unpaid meal-break. When delivering training directly please refer to your Supervisor for additional information.

Changes to employment arrangements

LSV may at its discretion and either on a temporary or permanent basis may make reasonable changes to your place of work, duties or position title, such changes will be discussed with you in advance.

Remuneration

You will receive the hourly rate of pay set out your contract of employment. Your rate of pay is in full satisfaction of all your legal entitlements in respect of your employment including, without limitation, any entitlement to a minimum wage or casual loading for each hour worked. LSV will contribute an additional 9.5% in superannuation in accordance superannuation legislation.

Payment Provisions

You will be paid on a fortnightly basis in arrears by electronic funds transfer (EFT) to your nominated bank account LSV may reasonably change the method or timing of payment at its discretion from time to time. If this occurs, you will be informed in writing in advance.

Non Disclosure

It is a condition of your employment that you keep your remuneration and its various components confidential except that you may disclose this information to your immediate family and to your professional advisers for the purposes of obtaining legal, accounting or financial advice.

Superannuation

LSV will make superannuation contributions on your behalf in accordance with its obligations under the *Superannuation Guarantee (Administration) Act 1992* (Cth). You may choose a superannuation fund by completing the Standard Choice Form provided to you by LSV. Otherwise, your superannuation will be directed into AMP Flexible Lifetime Super. Superannuation employer contributions are currently set at

9.5%. You may further make voluntary contributions to your super fund, please contact the Payroll Department to discuss the process.

Reimbursement of expenses

LSV will reimburse you for all reasonable out-of-pocket expenses properly incurred by you in the performance of your duties and responsibilities provided that the expenses were approved by LSV prior to being incurred, unless otherwise agreed.

A expense reimbursement form must be submitted with the relevant receipts to your supervisor, upon approval payment will be made via EFT to your nominated bank account.

Leave Entitlements

As a casual employee your hourly rate includes casual loading which includes compensation for non-eligible leave entitlements.

As such you are not be eligible for annual leave, paid sick leave, paid carer's leave or paid compassionate leave because of the casual nature of your employment, in accordance with the provisions of the Fair Work Act 2009.

In the event you are unwell or unable to attend your rostered program you should advise your supervisor as soon as reasonably possible, you will not be paid for the hours you do not work. You should advise your supervisor in advance of your unavailability for rostered periods.

Unpaid carer's leave

You are entitled to unpaid carer's leave of up to two days on provision of documentary evidence, in accordance with the provisions of the Fair Work Act 2009.

Community Service Leave

You may be entitled to be absent on eligible community service activity will apply in accordance with the provisions of the Fair Work Act 2009.

Parental Leave

You may be entitled to parental leave will apply in accordance with the provisions of the Fair Work Act 2009.

Long Service Leave

You may be entitled to long service leave will apply in accordance with the provisions of the Fair Work Act 2009.

Public Holidays

If LSV makes a reasonable request for you to work on a public holiday, the normal casual rate applies.

Termination of Employment

Your employment may be terminated by either party at any time without notice, subject to minimum shift requirements.